Exhibit 5

Exhibit 5

CLASS ACTION SETTLMENT NOTICE

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Ronald Grider, individually and on behalf of all others similarly situated v. Clark County Collection Service, LLC, et al., Case No.: 2:13-cv-01731-KJD-CWH

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
A court has authorized this Settlement Notice. This is not a solicitation from a lawyer.

TO: All natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period") as a result of having their telephone number listed by a customer of DLC Nevada as a "Reference" on a credit application; Settlement Class Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

The purpose of this long form Question and Answer Settlement Notice (the "Settlement Notice") is: (a) to advise you of a proposed settlement (the "Settlement") of a civil action (the "Action") against Dollar Loan Center, LLC ("DLC Nevada"), Clark County Collection Service, LLC ("CCCS"), and DLC Empire, LLC ("DLC Empire"), (collectively the "Defendants"), in the United States District Court for the District of Nevada (the "Court"); (b) to summarize your rights under the Settlement, including the possibility of receiving a settlement check; (c) to inform you of a court hearing to consider the final approval of the Settlement (the "Fairness Hearing" or "Final Approval Hearing"); (d) to direct your attention additional information posted on the website of ILYM Group, the claims administrator ("Claims Administrator"), www.XXXsettlement.com; and, (e) to advise you of how to obtain additional information.

Ronald Grider, the person who sued, is the Plaintiff in this Action. The Action alleges that CCCS violated a provision of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. section 227(b)(1)(A)(iii), by calling the cellular phones of individuals who were listed as a "Reference" on a credit application, using an automated dialer system, without their prior express consent. CCCS denies violating the TCPA, but desires to resolve this Action.

CCCS will fund a Settlement Fund of up to a maximum of $8,000,000.00 to settle the claims alleged in this Action.

Settlement Class

Those persons who qualify as "Settlement Class Members" and are part of the "Class" are defined in the Settlement Agreement as:

> **All natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period"), as a result of having their telephone number listed by a customer of DLC as a "Reference" on a credit application; Settlement Class Members do not include recipients of a single telephone call**

received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

Identification of Settlement Class Members

You may be entitled to a cash payment under the Settlement reached in this case. If your cellular phone number matches a cellular phone number called as indicated in CCCS's records (excluding calls that were initiated by manually dialing via a desktop telephone), and you were called because you were listed as "Reference" on a payday lender's credit application and received a call from CCCS, you may be entitled to a payment. CCCS's records indicate calls were made by CCCS between September 20, 2009 and September 20, 2013 (the "Class Period"). While the available records indicate which cellular phone numbers were called and the names of those people who were called, the records do not indicate the addresses of the persons owning the cellular phone numbers called. If you received a phone call from CCCS on your cellular phone number, in connection with someone who listed you as a "Reference" on a payday lender's credit application, you may be entitled to make a claim even if CCCS's records do not list your name or address. Therefore, if you believe you are a member of the Settlement Class, you are entitled to inquire with the Claims Administrator if your cellular phone number is on the list of called numbers from CCCS's records. If the Claims Administrator verifies your cellular phone number, you may submit a claim.

Under the Settlement, and subject to final Court approval, CCCS will pay up to $8,000,000.00 in Settlement of the claims alleged in the Action. The amount paid per claim will be the same for each claimant, paid on a *pro rata* basis, and the amount paid per claim will depend only upon: (1) the number of claims timely filed, valid and approved ("Approved Claims"); (2) the number of Settlement Class Members; and (3) the amount of the Settlement Fund allocated to payment of those claims after costs of litigation, notice, claims administration, incentive award, and attorneys' fees and expenses ("Settlement Costs") are deducted from the Settlement Fund. However, in no event shall any Settlement Class Member be paid more than $1,500.00. In the event that the *pro rata* claims exceed $1,500.00 each, then the aggregate excess above $1,500.00 shall be paid to a charity chosen by Class Counsel and approved by the Court and not retained by Defendants.

Subject to Court approval, for his effort in litigating this case, a total of $10,000.00 in an incentive payment will be paid from the Settlement Fund to Class Representative Ronald Grider. Also subject to Court approval, Plaintiff's counsel in the Action will ask the Court to award them attorneys' fees, cost, and expenses, not to exceed thirty-three percent (33%) of the Settlement Fund.

As detailed below, to make a claim for monetary payment, a Settlement Class Member can either: (1) call 1-8XX-XXX-XXXX; (2) go online to www.XXXsettlement.com; or (3) send a written claim by mail to the Claims Administrator, ILYM Group, at XXX Settlement, c/o ILYM Group, P.O. Box 57087, Irvine, CA 92619. Even if you received a postcard notice or this Settlement Notice you must still make a claim. To make a claim, you must provide your Claim Identification Number from your postcard Direct Mail Notice, if you received such notice, and your cellular phone number(s) on which you believe you may have been called by CCCS. If the records provided to the Claims Administrator indicate your cellular phone number is a cellular phone number that was called by CCCS—excluding calls that were initiated by manually dialing via a desktop telephone—in connection with a payday lender's customer for whom you were listed as a "Reference", you may be entitled to compensation as part of the Settlement. If you are permitted to file a claim, you will be required to provide: (1) your full name; (2) confirmation of your identity and cell phone number pursuant to a procedure determined by the Claims Administrator; (3) your current address for mailing settlement payment, (4) that you were the subscriber or the regular user of the cell phone number that was called; and (5) if known, the name of the individual for whom he/she was listed as a "Reference". If you do not know which individual listed you as a reference, then you must provide your social security number. Further, you must declare, under penalty of perjury, that all the information provided to the Claims Administrator is true and correct.

Any personal information you provide in connection with your claim will be used only for processing your claim.

Upon final approval of the Settlement, the Action will be dismissed with prejudice and Settlement Class Members who do not request exclusion will be deemed to release and forever discharge Defendants, their predecessors and successors, parent companies, subsidiaries, and all affiliated companies, from any and all claims arising from the facts alleged in the Action that they have and/or could assert against Defendants for violation of the TCPA, as set forth in the Settlement Agreement (a copy of which is available at www.XXXsettlement.com).

Your legal rights are affected whether you do or do not act. Read this Settlement Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
File a Claim	Make a claim by XXX, X, 201X either online, by mail, or over the phone and receive payment if you are an eligible Settlement Class Member and the Settlement is finally approved.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.
Object	Write to the Court and explain why you do not like the Settlement.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit involving the claims in this Action against Defendants.
Do Nothing	Receive no payment and give up your right to sue Defendants and Released Parties with regard to the issues in this case.

These rights and options – and the deadlines to exercise them – are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why did I get a postcard notice?

CCCS's records indicate that you may have received a phone call from CCCS on your cellular phone number (excluding calls that were initiated by manually dialing via a desktop telephone), in connection with a customer who listed you as a "Reference" on a payday lender's credit application during the Class Period, September 20, 2009 through September 20, 2013. You may be entitled to a cash payment under the Settlement reached in this case. If your cellular phone number matches the cellular phone numbers as determined by the Claims Administrator, you may be entitled to a payment. CCCS's records list the names and cellular phone numbers that were called during the Class Period. Therefore, the postcard notice has been sent to the person associated with the cellular telephone number that was called by CCCS during the Class Period. If you believe you may have been called on your cellular telephone number by CCCS during the Class Period, you may contact the Claims Administrator to confirm whether your cellular number was called. If CCCS's records show your cellular phone number was called by CCCS during the Class Period (excluding calls that were initiated by manually dialing via a desktop telephone), in connection with a customer who listed you as a "Reference" on their credit application, you may make a claim. If your cellular number was not called by CCCS during the Class period, you are not eligible to make a claim.

The Parties have provided notice of the Settlement to all Settlement Class Members with a known address through a reverse directory lookup performed by the Claims Administrator, by postcard direct mail notice, and have engaged in a state wide publication campaign throughout Nevada to notify those Settlement Class Members who cannot be located, but whose cellular phones were called by CCCS. Potential claimants may submit a claim that provides their cellular phone numbers; or prior to submitting a claim, may check with the Claims Administrator to determine whether their cellular phone number actually was called by CCCS. Although the Claims Administrator attempted to locate all Settlement Class Members' addresses in connection with the given cellular phone numbers, current addresses are not always up to date, and not every person who received a notice of the Settlement is entitled to a monetary payment from the Settlement. Only those persons whose cellular phone numbers were actually called by CCCS (excluding calls that were initiated by manually dialing via a desktop telephone) may receive payment under the Settlement.

The Court has given a preliminary approval to this proposed Settlement and ordered the postcard notice to be sent to individuals whose cellular telephone numbers appeared in CCCS's records associated with calls to the cellular phones of individuals who were listed as "Reference" on a payday lender's credit application, during the Class Period, September 20, 2009 through September 20, 2013. The Court has also ordered publication in the *Nevada Legal News*, the *Las Vegas Review Journal*, and the *Reno Gazette Journal*. The Court further ordered that this Settlement Notice be placed on the Settlement Website. As a potential Settlement Class Member, you have a right to know about a proposed Settlement of the class action lawsuit and all your options, before the Court decides whether to give final approval to the Settlement. If the Court approves a final judgment, payment of the Settlement will be made, and Settlement Class Members will be bound by the terms of the Settlement Agreement.

This Settlement Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

Plaintiff alleges that CCCS violated the TCPA by calling the cellular phones of individuals who were listed as "Reference" on a payday lender's credit application via an automated telephone dialing system, without that person's prior express consent. The TCPA provides that each plaintiff may seek statutory damages of up to $500.00 for each call negligently made and up to $1,500.00 for each call made intentionally. That is the amount the lawsuit originally sought. Defendants deny that they violated the TCPA. This Settlement may provide Settlement Class Members less than what they might have received if they took an individual case to judgment.

3. What is a class action?

In a class action, one or more people called "Class Representatives" (in this case, Plaintiff Ronald Grider), sue on behalf of people who have similar claims. Collectively these people are a "Class" or individually, "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who ask to be excluded from the Class. United States District Court Judge Kent J. Dawson is the judge assigned to this lawsuit. He will decide whether this matter should be granted final approval.

4. Why is there a settlement and what is it?

The Court did not decide in favor of the Plaintiff or Defendants. Instead, both sides have voluntarily agreed to a settlement before any trial takes place. The Settlement Agreement provides for several benefits: (1) CCCS will establish a Settlement Fund of up to $8,000,000.00; (2) the costs of notice and claims administration will be paid from the Settlement Fund, as will Plaintiff's attorneys' fees and litigation costs and expenses they have incurred, and the Class Representative incentive award; and (3) the amount paid per claim will be the same for all claims paid, but will depend upon the amount of claims made, however, in no event shall any Settlement Class Member be paid more than $1,500.00 (in the event that the *pro rata* claims exceed $1,500.00 each, then the aggregate excess above $1,500.00 shall be paid to a *cy pres* recipient chosen by Class Counsel and approved by the Court and not retained by Defendants).

The estimated Class size is approximately 18,000 individuals. Class Counsel's estimate that each claiming Settlement Class Member will receive between $70.00 and $1,500.00. Upon taking all matters into consideration, the Class Representative and his attorneys think the Settlement is in the best interests of all Settlement Class Members.

5. Am I eligible to be part of the settlement?

If you received a postcard notice by mail, you may be part of the Settlement Class as defined below. However, that does not guarantee you are entitled to a monetary payment. Your cellular phone number must have been called by CCCS during the Class Period, in connection with a customer who listed you as a "Reference" on a payday lender's credit application, for you to qualify for monetary payment.

If you received notice by other means, such as a publication, or website, you can contact the Claims Administrator to provide your cellular telephone number and check if your cellular telephone number and name are part of the Class. If both your name and cellular telephone number are, you will be allowed to make a claim.

Potential claimants for monetary payments may submit a claim that provides their names and cellular phone numbers, or prior to submitting a claim, may check with the Claims Administrator to determine whether their cellular phone number actually was called by CCCS in connection with a customer who listed you as a "Reference" on a DLC Nevada Credit Application. Not every person who received a notice of the Settlement is entitled to a payment from the Settlement. Only those persons who received a phone call from CCCS on their cellular phone number (excluding calls that were initiated by manually dialing via a desktop telephone), in connection with a DLC Nevada customer who listed them as a "Reference" on their credit application, may receive a payment under the Settlement.

The Parties agreed and the Judge confirmed that the following persons should be included in the Settlement Class:

> All natural persons, within the United States, who were called by CCCS, on their cellular telephone—excluding calls that were initiated by manually dialing via a desktop telephone—between September 20, 2009 and September 20, 2013 (the "Class Period"), as a result of having their telephone number listed by a customer of DLC Nevada as a "Reference" on a credit application. Settlement Class

Members do not include recipients of a single telephone call received as a result of a reassigned telephone number, as defined by the Federal Communications Commission in its TCPA Omnibus Declaratory Ruling and Order No. 15-72 (July 18, 2015).

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement Agreement requires that DLC Defendants fund a Settlement Fund as follows:

1) CCCS shall pay up to a maximum of $8,000,000.00, to the Settlement Fund, from which Settlement Costs will be deducted. Settlement Costs include: the cost of noticing the Settlement Class Members, claims administration costs, court approved attorneys' fees, costs, and expenses, and Class Representative incentive payments.

2) From the remaining amount in the Settlement Fund, Settlement Class Members will be paid a cash amount for their Approved Claims dependent upon the number of Approved Claims. The Settlement Agreement provides for the Approved Claims to be distributed on a *pro rata* basis, however in no event shall any Settlement Class Member be paid more than $1,500.00. (in the event that the *pro rata* claims exceed $1,500.00 each, then the aggregate excess above $1,500.00 shall be paid to a *cy pres* recipient chosen by Class Counsel and approved by the Court and not retained by Defendants).

HOW YOU GET MONETARY PAYMENT

7. How can I get a monetary payment?

A. I received a postcard notice with a Claim Identification Number. How do I file a claim for payment?

If you received a postcard notice with a Claim Identification Number, filing a claim to receive a monetary payment is easy to do by either calling the toll-free number 1-8XX-XXXX, submitting a claim online at www.XXXsettlement.com, or mailing a claim form which can be downloaded from the website. To make a claim, you will need provide (1) your full name; (2) confirmation of your identity and cell phone number pursuant to a procedure determined by the Claims Administrator; (3) the Claim Identification Number, if you received a Direct Mail Notice; (4) your current address for mailing settlement payment, (5) that you were the subscriber or the regular user of the cell phone number that was called; and (6) if known, the name of the customer for whom you were listed as a "Reference". You might also be required to provide your social security number. Further, you must declare, under penalty of perjury, that all the information provided to the Claims Administrator is true and correct, but you must do one of the options listed in Section 7(B) to file a claim.

The deadline to submit a claim is XXX, X, 201X. All calls or online claims must be made on or before the close of business on that date. If you submit your claim by mail, your claim must be **received** on or before that date.

You may also provide a current telephone number, in order to allow the Claims Administrator to contact you if there are any questions or problems.

B. What if I did not receive a postcard notice, but I think I could be a Settlement Class Member?

The Defendants do not have records of addresses associated with the telephone numbers that were called by CCCS. Although the Claims Administrator will perform a reverse directory lookup to discover addresses, not all Settlement Class Members may be reached. If you believe you received a phone call from CCCS on your cellular phone number, in connection with a customer who listed you as a "Reference" on a payday lender's credit application during the Class Period (September 20, 2009 through September 20, 2013) you may be eligible for monetary payment. To determine whether you are eligible for a monetary payment under the Settlement, you must first confirm CCCS called your cellular phone number during the Class Period. You may do so in a number of ways:

(1) Calling the Claims Administrator, ILYM Group, at its toll-free number, 1-8XX-XXX-XXXX between the hours of 9:00 a.m. and 9:00 p.m. PST. You will need to provide your cellular phone number, and the Claims Administrator will check it against the list of cellular phone numbers called (excluding calls that were initiated by manually dialing via a desktop telephone). If your number is on the Class List, and if it was a cellular telephone on which you were called, you may file a claim for payment at that time;

(2) Submitting a request for cellular phone confirmation online at the website: www.XXXsettlement.com following the online instructions; or

(3) Submitting a request for cellular phone confirmation in writing to the Claims Administrator. In order to request confirmation, if you believe you received a phone call from CCCS on your cellular phone number, in connection with a payday lender's customer who listed you as a "Reference" during the Class Period (September 20, 2009 through September 20, 2013) you need only provide the following information: (1) your full name; (2) confirmation of your identity and cell phone number pursuant to a procedure determined by the Claims Administrator; (3) the Claim Identification Number, if you received a Direct Mail Notice; (4) your current address for mailing settlement payment, (5) that you were the subscriber or the regular user of the cell phone number that was called; and (6) if known, the name of the customer for whom you were listed as a "Reference". You might also be required to provide your social security number. Further, you must declare, under penalty of perjury, that all the information provided to the Claims Administrator is true and correct,

You must also advise the Claims Administrator on the best method to contact you (either by telephone, email or in writing) to respond to such inquiries. If the Claims Administrator informs you that your cellular phone number is on the list, you may then submit a request for monetary payment, either in writing, at the toll free number above, or online. Written requests must be submitted to the following address:

Grider Settlement
c/o ILYM Group, Inc.
PO Box 57087
Irvine, CA 92619

You may also provide a current telephone number, in order to allow the Claims Administrator to contact you if there are any questions or problems.

The deadline to submit a claim is XXX, X, 201X. All calls or online claims must be made on or before close of business on that date. If you submit your claim by mail, your claim must be **received** on or before that date.

The Settlement Agreement incorporated in the Court's Order provides that none of the information you give to the Claims Administrator will be used for any collection purpose, including any updated addresses or telephone numbers.

This Settlement does not resolve, waive or dispose of any obligation or debt that you may owe to Defendants.

C. Can I file more than one claim if I received multiple calls from CCCS?

No. Only one claim is allowed per cellular number that was called by CCCS during the Class Period, regardless of the number of times the cellular phone was called.

8. If I am a Settlement Class Member, will I be entitled to a cash payment?

By providing a valid Claim Identification Number, and making a timely, valid, and approved claim, you will be entitled to a cash payment. In addition, if you have no Claim Identification Number but you establish through the claims process described above that your cellular phone number was called by CCCS (excluding calls that were initiated by manually dialing via a desktop telephone) during the Class Period about matters related to the Action, you will be entitled to a cash payment. Settlement Class Members with Approved Claims will be paid a cash amount on a *pro rata* basis, divided equally among persons with Approved Claims, and that amount will be dependent on the number of Settlement Class Members, the Settlement Fund minus the Settlement Costs, and the number of Approved Claims, however in no event shall any Settlement Class Member be paid more than $1,500.00. We will not know what that amount will be until the end of the Claims Period and the Court's final approval.

9. What if the Claims Administrator determines that my cellular phone number was not called? Am I entitled to anything?

If you have a Claim Identification Number, it means your phone number may have been called by CCCS (excluding calls that were initiated by manually dialing via a desktop telephone) in connection with a DLC customer who listed you as a "Reference" on their credit application during the Claim Period, and you may be entitled to a cash payment. You will be denied a cash payment if you have no Claim Identification Number, if your telephone number on the date of the call was not a cellular telephone number, if your inquiry about whether your cellular phone was called by CCCS reveals that it was not called or manually called via a desktop telephone, or if you were not the intended party called. Thus, if you have no Claim Identification Number, and the Claims Administrator determines that your cellular phone number was not called by CCCS or manually called via a desktop telephone, or if you were not the intended party called, you will not be entitled to file a claim for monetary payment.

10. If I am a Settlement Class Member, when will I receive a Cash Payment?

The Court will hold a Final Approval or Fairness Hearing on **XXX, X, 201X** to decide whether to grant final approval of the Settlement. If Judge Dawson grants final approval, and there is no appeal of the approval ruling, the ruling will become final by law thirty (30) days from the date of the ruling, or it will become final on the date of entry of the ruling if there is no person with standing to appeal. The Claims Administrator will attempt to pay all claims within thirty (30) days of the date the ruling becomes final. (It is possible – though unlikely – that following the date the ruling becomes final, the Settlement Fund may not, until fully funded, contain sufficient funds to pay all valid claims, as the Settlement Fund is funded by monthly payments.) If there are appeals, the approval order does not take effect until those appeals are resolved. It is always uncertain whether and when appeals will be resolved, and payment under this Settlement cannot be made until the approval order is final.

11. What am I giving up to get my monetary payment and staying in the Class?

As an eligible Settlement Class Member, unless you exclude yourself, you are a member of the Class. That means that you cannot sue, or be part of any other lawsuit against the Defendants that arises out of, or relates in any way to the facts alleged in this Action. It also means that all of the Court's orders will apply to you and legally bind you. By staying in the Class, you agree to release any claims, known and unknown, arising from the facts alleged in this Action. The full text of the "Released Claims" sections of the Settlement Agreement is set forth in the Appendix at the end of this Settlement Notice.

You are releasing those "Released Claims" against the "Released Parties", which means Defendants Clark County Collection Service, LLC, Dollar Loan Center, LLC, DLC Empire, LLC, and each of their past, present, and future directors, officers, employees, partners, principals, agents, underwriters, insurers, co-insurers, clients, re-insurers, shareholders, attorneys and any related or affiliated person or company, including any parent, subsidiary, predecessor or successor and all assigns, licensees, divisions, clients, joint ventures and any person or entities directly or indirectly involved in the claims made in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue the Defendants on your own, then you must take steps to get out of the Settlement. This is called "excluding yourself" from or "opting-out" of the Class.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement Class, you must advise the Claims Administrator in writing of that intent. Be sure to include your full name, address, telephone number, your signature, and your request for exclusion from the Class. You must mail your exclusion request postmarked no later than **XXX, X, 201X** to the Claims Administrator at the following address:

Grider Settlement
c/o ILYM Group, Inc.
PO Box 57087
Irvine, CA 92619

You cannot exclude yourself on the phone or by email. If you validly ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action.

13. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims that this Settlement resolves. If you have a pending lawsuit against any of the Defendants, and you are not certain if that lawsuit is about any of the issues in this case, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **XXX, X, 201X**.

14. If I exclude myself, can I get the monetary payment?

No.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Bailey❖Kennedy, of Las Vegas, Nevada and Haines & Krieger, of Las Vegas, Nevada, have been approved by the Court to represent you and other Settlement Class Members. These lawyers are called "Class Counsel".

16. How will the lawyer be paid and what other costs are there to be paid and by whom?

You will not be charged individually for these lawyers as they will ask the Court to award them attorneys' fees and costs of litigation from the Settlement Fund obtained for the Class. DLC Defendants has agreed not to object to any amount requested by Class Counsel so long as the requested attorney's fees and cost are less than or equal to thirty-three percent (33%) of the $8,000,000.00 Settlement Fund. The Court has to approve any request for attorneys' fees and costs in this Action before they may be awarded. If you want to be personally represented by your own lawyer, you may hire one at your own expense.

Class Counsel will also seek Court approval and reimbursement from the Settlement Fund of the costs of giving notice and providing claims administration in this case, estimated at $100,000.00.

INCENTIVE PAYMENT PAID TO THE CLASS REPRESENTATIVE

17. Does the Class Representative get paid anything for his services?

Subject to Court approval, for his efforts in litigating this case, Class Counsel will seek to pay from the Settlement Fund a one-time payment of $10,000.00 as an incentive payment to Class Representative, Ronald Grider.

OBJECTING TO THE SETTLEMENT

18. If I want to object to the Settlement, how do I do so?

As a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the *Grider v. Clark County Collection Service, LLC, et al*., Case No.: 2:13-cv-01731-KJD-CWH. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement.

Mail the objection to the following addresses no later than XXX, X, 201X.

Clerk of the Court
U.S. District Court
District of Nevada
333 Las Vegas Blvd. South
Las Vegas, NV 89101

BAILEY❖KENNEDY
Dennis L. Kennedy, Esq.
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
Class Counsel

HOLLAND & HART LLP
Patrick J. Reilly, Esq.
9555 Hillwood Drive, Second Floor
Las Vegas, NV 89134
Defendants' Counsel

You may also ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Grider v. Clark County Collection Service, LLC, et al.*, Case No.: 2:13-cv-01731-KJD-CWH." Be sure to include your name, address, telephone number, and your signature. **Your Notice of Intention to Appear must be postmarked no later than XXX, X, 201X and be sent to the Court, Class Counsel and Defendants' counsel at the above addresses.**

You cannot object or speak at the hearing if you "excluded yourself" from the Class.

19. What's the difference between "objecting" and "excluding yourself?"

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to give final approval to the Settlement. You may attend and you may speak, but you do not have to. The hearing is called a Fairness Hearing or Final Approval Hearing.

20. When and where will the Court decide whether to give final approval to the Settlement?

The Court will hold a final Fairness Hearing on **XXX, X, 201X** at the United States District Court, District of Nevada, Lloyd D. George United States Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89148, Courtroom XX, before the Honorable Kent J. Dawson. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. If anyone has asked to speak at the hearing, Judge Dawson will listen to them at that time. The Court will decide after the hearing whether to approve the settlement as fair and reasonable, to give final approval to the amount of attorneys' fees and expenses, costs of notice, claims administration costs, and the incentive payment to be paid from the Settlement Fund. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Dawson may have that are directed to the Class, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

22. What if I want my own lawyer to attend the Fairness Hearing?

At your own expense, you may have your own lawyer appear for you if you like. If you hire your own lawyer, that lawyer must send a Notice of Intention to Appear detailed in Paragraph 18 above that is postmarked no later than **XXX, X, 201X**. The Notice of Intention to Appear must be sent to the Clerk of the Court, Class Counsel and Defendants' counsel at the addresses in Paragraph 18.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will be part of the Class and be bound by the Settlement, but you will not receive monetary payment. In order to receive the benefits detailed above, including monetary payment, you must submit a valid claim.

You will also be precluded from being part of any other lawsuit against DLC Defendants or any other released party relating to the released claims in this case. It also means that all of the Court's orders will apply to you and legally bind you.

GET MORE INFORMATION

24. Are there more details about the Settlement?

This Settlement Notice summarizes the proposed Settlement, there are more details in the Settlement Agreement, which is part of the Court file, a public record. Many of the court papers, including the Settlement Agreement, are also posted on the Settlement Website www.XXXsettlement.com. You can get a copy of the Settlement Agreement or review any other part of the papers relating to the lawsuit by examining the records of this case, *Grider v. Clark County Collection Service, LLC, et al.*, Case No.: 2:13-cv-01731-KJD-CWH, at the Clerk's office at the United States District Court, District of Nevada, Lloyd D. George United States Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89148. The clerk's office has the ability to make copies of any such public documents for you. Also, all filed documents in the case, including the Settlement documents, are available for viewing online for a fee through the Court's PACER document review system.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT NOTICE

Dated: **XXX, X, 201X**

By Order of The United States District Court
Las Vegas, Nevada

APPENDIX

Released Claims as defined in the Settlement Agreement:

Released Claims

XIII. RELEASES – Except as specifically provided elsewhere in this Agreement, as of the Effective Date, Plaintiff and the Settlement Class Members fully, finally, and forever settle, release, and discharge the Released Parties from the Released Claims, and are forever barred from asserting any of the Released Claims in any court or forum whatsoever against any of the Released Parties.

A. The Parties agree that this Agreement is intended to completely release Defendants from any liability for the Released Claims and are forever barred from asserting any of the Released Claims in any court or forum whatsoever against any of the Released Parties.

B. Upon execution of this Agreement, Plaintiff fully, finally, and forever settles, releases, and discharges the Released Parties from any remaining claims that he may have against the Released Parties.

C. "Released Claims" shall mean all claims of Plaintiff, the Settlement Class Members and their successors-in-interest against Defendants, in any way related to the subject matter of the Action, including without limitation, any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, known or Unknown Claims, asserted or that might have been asserted, in the complaint in the Action or which Plaintiff or the Settlement Class Member had from the beginning of time until the Effective Date, arising out of, based upon, or in any way relating to Defendants or their agents allegedly making telephone calls to any member of the Settlement Class in alleged violation of the TCPA, the NDTPA, or any similar state or federal law. Excepted from the Release and Released Claims are any claims relating to or arising from this Agreement, its performance, breach or enforcement.

D. "Unknown Claims" shall mean any and all claims in any way related to the subject matter of the Action that Plaintiff or any Settlement Class Member does not know or even suspect to exist against any of the Released Parties, which, if known, might have affected his or her decision regarding the settlement of the Action. Plaintiff further acknowledges, and the Settlement Class Members shall be deemed to acknowledge, that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based upon actions or conduct, which relate to the subject matter of the Action, occurring on or before the date of this Agreement, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties.

XIV. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.